

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

BERKLEY SPECIALTY
INSURANCE COMPANY,

Plaintiff-Counterclaim
Defendant,

v.

MASTERFORCE CONSTRUCTION
CORP., *et al.*,

Defendants-Counterclaim
Plaintiff,

No. 4:19-CV-01162

(Judge Brann)

ORDER

JANUARY 26, 2021

In accordance with the accompanying Memorandum Opinion, **IT IS
HEREBY ORDERED** that:

1. Berkley's motion for judgment on the pleadings (Doc. 30) is
GRANTED;
2. Masterforce's countermotion for judgment on the pleadings (Doc. 34)
is **DENIED;**
3. Judgment is entered in favor of Plaintiff and against Defendants, and in
favor of Counterclaim Defendant and against Counterclaim Plaintiff;
4. Berkley has no continued duty to defend Masterforce or any other party
in *Brandt v. Masterforce Construction Corp., et al.*, docketed before the

Court of Common Pleas of Clinton County at Docket No. 659-2014 or in any appeal thereof, and has no duty to indemnify any party named in that matter;

5. Masterforce's counterclaims are **DISMISSED**; and
6. The Clerk of Court is directed to **CLOSE** this case.

BY THE COURT:

s/ Matthew W. Brann

Matthew W. Brann
United States District Judge